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AF33(600)35906

Letter Contract SC-990

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26 June 1957

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Haller, Raymond & Brown, Inc.
State College, Pennsylvania

Gentlemen:

1. Introduction:

An order is hereby placed with the Contractor for the furnishing to the Government of the supplies and/or services set forth in Exhibit "A" attached hereto and hereby made a part hereof.

2. Direction to Proceed:

Except as otherwise expressly provided to the contrary herein, the Contractor is directed to proceed as of 26 June 1957 to procure the necessary materials and to commence with the performance of the work called for herein, and to pursue such work with all diligence to the end that the work will be performed at the earliest practicable date.

3. Contract Clauses Incorporated by Reference:

(a) The provisions of the contract clauses set forth in the following paragraphs of the Air Force Procurement Instructions in effect on the date hereof, and the additional clauses which are made a part of this letter contract in Exhibit "A", are hereby incorporated into this letter contract by reference with the same force and effect as though herein set forth in full:

7-103.1 (Definitions)
7-203.3 (Limitation of Cost)

7-203.7 (Records)
7-4037 (Inspection)

7-103-14 (Buy American Act)

12-303.1 (Eight-Hour Law of 1912)

12-802 (Non-discrimination in Employment)

7-103-20 (Covenant Against Contingent Fees)

7-203.22 (Insurance Liability to Third Persons)

7-203.2 (Changes)

7-203.4 (Allowable Cost, Fixed Fee & Payment)

7-203.8 (Subcontracts)

7-104-14 (Utilization of Small Business Concerns)

7-103-12 (Disputes)

12-203 (Convict Labor)

12-604 (Walsh-Healey Public Contracts Act)

7-103.19 (Officials Not to Benefit)

13-503 (Government Property)

7-104.12 as (Military Security Modified by Requirements)

7-204.12

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7-104.16 (Gratuities)	7-204.6 (Terminations) 9-104 (Notice & Assistance Re Patent Infringement)
7-203.11 & Par. (f) of AFFI 7-303.10 (Excusable Delays)	9-110 (Reporting of Royalties)
9-106 (Filing of Patent Applications)	9-107.1 (Patent Rights)
9-202 (Copyright)	9-108.1 (Authorization and Consent)
	9-112 (Reproduction and Use of Technical Data)

(b) Reference in any of the clauses enumerated above to contract costs or adjustments in fixed fee and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments in amounts finally payable to the Contractor, or in time of performance required by such clauses, shall be made either at the time of settlement of Contractor's termination claim or shall be taken into account at the time of execution of the definitive contract contemplated herein.

4. Provisions for Definitizing Contract:

By the Contractor's acceptance hereof, it undertakes, without delay, to enter into negotiations with the Contracting Officer looking to the execution of a definitive contract which will include the clauses enumerated above and all other applicable clauses then required by Federal Law, Executive order, and applicable procurement regulations to be included in contracts for supplies or services of the kind herein described. The definitive contract will also contain a detailed delivery schedule, estimated cost, fixed fee, if any, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to 1 August 1957 and will be a cost plus fixed fee type of contract.

5. Authority to Obligate Funds:

The Contractor is not authorized to expend or obligate, in furtherance of its performance hereunder more than \$55,551.20 in the aggregate. No contract, regardless of the amount thereof, shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed work herein called for, without the written approval of the Contracting Officer.

SIGNED OK
GLM
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6. Alterations:

The following alterations of this Letter Contract have been made prior to the execution of this contract by the parties hereto:

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(a) In reference AFPI clause 7-203.7 (Records) delete the words "Comptroller General of the United States" and substitute in lieu thereof "Comptroller of the contracting Government Agency or his authorized representative."

7. Provisions for Execution:

The Contractor's acceptance of this order will be indicated by affixing its signature to the original and two copies thereof and returning the original and one executed copy to the Contracting Officer not later than 30 June 1957. Such acceptance will constitute this order a contract on the terms set forth herein.

Very truly yours,
THE UNITED STATES OF AMERICA

By _____

Contracting Officer

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ACKNOWLEDGED AND ACCEPTED
THIS 26th DAY OF JUNE, 1957.
HALLER, RAYMOND & BROWN, INC.

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By _____

Title _____